

RECORDATION NO. 18408-K FILED

DEC 14 '10 -10 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

December 14, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

GATX Trust No. 93-B

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination and Railcar Purchase Agreement, dated as of December 9, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to all lease documents previously filed with the Commission and the Board under Recordation Number 18408.

The names and addresses of the parties to the enclosed document are:

Lessor/

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

Lessee:

GATX Corporation (successor to GATX
Capital Corporation)
222 West Adams Street
Chicago, IL 60606

Chief
Section of Administration
December 14, 2010
Page 2

A description of the railroad equipment covered by the enclosed document
is:

126 railcars FSRR 5020 - FSRR 5031 (previously marked MCER 2004 -
MCER 2015) and WRWK 513390 - WRWK 513504 (previously marked
SP).

A short summary of the document to appear in the index is:

Lease Termination and Railcar Purchase Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

DEC 14 '10 -10 00 AM

Lease Termination and Railcar Purchase Agreement SURFACE TRANSPORTATION BOARD

This Lease Termination and Railcar Purchase Agreement (this "Agreement") dated as of December 9, 2010 is entered into between GATX Corporation, a New York corporation ("Lessee"), successor by merger to GATX Capital Corporation, and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee ("Lessor").

- A. Lessor and Lessee are parties to the Equipment Lease Agreement (GATX Trust No. 93-B) dated as of September 1, 1993 (the "Lease") expiring September 23, 2011.
- B. Pursuant to the Lease, Lessor leases to Lessee railcars known as "Units of Equipment" under the Lease described on Exhibit A hereto (the "Units").
- C. Lessor and Lessee have agreed that it is in the best interests of both parties to terminate the Lease effective December 10, 2010 and to provide for the sale of the Units to Lessee on that date.

Whereas for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

- 1. Lessor shall sell all of its right, title and interest in the Units to Lessee for a purchase price of Twenty-Three Thousand Seven Hundred Thirty-Two Dollars and Sixty-One Cents (\$23,732.61) per Unit (the "per Unit Purchase Price") and a total purchase price for all of the Units of Two Million Nine Hundred Ninety Thousand Three Hundred and Nine Dollars (\$2,990,309) (the "Total Purchase Price"). The Total Purchase does not include any sales or use tax and the parties agree that if any such tax is due on the transaction, it is the sole responsibility of the Lessee. Lessee hereby represents and warrants to Lessor and Mellon Leasing Corporation (f/k/a Mellon Financial Services Corporation #3) ("Mellon") (the owner participant) that no sales, use, transfer, duties or similar taxes or charges are payable in connection with the sale and transfer, whether owing on the Effective Date or thereafter. Lessee shall be responsible for and promptly pay any such taxes or charges due, and shall indemnify, defend and hold harmless Lessor and Mellon with regard to any losses, damages, claims, liabilities, penalties, costs and expenses (including without limitation reasonable attorneys' fees) ("Claims") resulting in any way from taxes and tax-related liabilities incurred by Lessor or Mellon in connection with the sale of the Units to Lessee hereunder.

2. The sale of the Units shall be consummated on December 10, 2010 (the "Effective Date") by the payment by the Lessee to Mellon of the Total Purchase Price via wire transfer of immediately available funds to the following account:

ABA # 043000261

Mellon Bank, N.A.

Account # 127-5680

Mellon Leasing Corporation

3. Upon the payment of the Total Purchase Price as provided in Section 2, Lessor shall immediately deliver to Lessee a Bill of Sale and Lease Termination for all of the Units in the form attached hereto as Exhibit B
4. The Units are currently in the possession of Lessee under the Lease and shall be deemed delivered to Lessee "as is" "where is" on the Effective Date.
5. If any Unit suffers an Event of Loss between the date hereof and the Effective Date, such Unit shall nonetheless be conveyed to Lessee hereunder. Accordingly, Lessee shall pay the Lessor the Per Unit Price for any such Unit as part of the Total Purchase Price and neither party shall have any further obligation to the other for such Unit, whether under Section 11.4 of the Lease or otherwise.
6. The Lease shall terminate on the Effective Date upon payment of the Total Purchase Price, and thereafter neither party shall have any further obligation to the other under the Lease except for non-Rent obligations which survive termination in accordance with the terms of the Lease. The termination of the Lease shall be evidenced by the Bill of Sale as provided in the form attached hereto, which shall be recorded by Lessee with the Surface Transportation Board and Registrar of Canada to evidence termination of the Lease and sale of the Units, and evidence of such filings shall be provided by Lessee to Mellon. Lessee represents and warrants that it has paid all amounts due pursuant to the Lease up through the date hereof, and shall pay any further amounts due for the period up through the Effective Date. For the avoidance of doubt, upon the termination of

the Lease, the Lessee shall have no obligation to make the Basic Rent payment due on the Rent Payment Date of March 23, 2011.

7. All notices and communications provided for herein shall be in writing or by email or facsimile and any such notice shall become effective (i) upon person delivery thereof including without limitation by overnight mail or courier service (ii) in the case of United States mail, certified or registered postage prepaid, return receipt requested upon receipt thereof, or (iii) in the case of facsimile or email, upon confirmation of receipt thereof, in each case addressed as follows:

If to Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890
Attention: Corporate Trust Administration
Fax No.: (302) 651-8882
Confirmation No.: (302) 651-1859
Email address:

With a copy to:

Mellon Leasing Corporation
c/o BNY Capital Funding
1633 Broadway 30th Fl New York NY 10019
Fax No.: 646 710 8787
Attention: William Houston, Managing Director

If to Lessee: GATX Corporation
222 West Adams Street
Chicago, Illinois 60606-5314
Attention: Robert Bastian
Fax No.: (312) 499-7180
Email address: robert.bastian@gatx.com

8. Both the Lessor and the Lessee agree that at any time and from time to time, each of them will promptly and duly execute and deliver any and all such further instruments and documents as the other party may reasonably request in obtaining the full benefit of the rights and obligations herein granted or assumed, including without limitation such

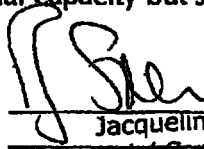
other documents as may be required to grant to Lessee title to the Units, free and clear of all liens and encumbrances by or through Lessor.

9. Capitalized terms not expressly defined herein shall have the meaning assigned to them in the Lease. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, except with respect to principles of conflict of laws. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which shall constitute only one Agreement. Lessee and Mellon shall each pay half of the fees of Lessor and Lessor's legal counsel up to a total maximum of \$5,000.
10. Lessee shall indemnify, defend and hold Lessor and Mellon harmless from and against any Claims arising from events occurring from and after the date hereof with respect to any Unit.
11. Notwithstanding anything contained herein to the contrary, this Agreement has been executed by Wilmington Trust Company ("WTC") not in its individual capacity but solely in its capacity as Owner Trustee and for all purposes of this Agreement, in the performance of any duties or obligations of the Owner Trustee hereunder, the Owner Trustee and WTC shall be entitled to the benefits of the terms and provisions of the Trust Agreement dated as of September 1, 1993, by and between Mellon and WTC (the "Trust Agreement").

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the year and date first written above.

Lessor: Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

By: 
Name: Jacqueline Solone
Title: Financial Services Officer

Lessee: GATX Corporation

By: _____
Name: _____
Title: _____

[Signature Page to Lease Termination and Railcar Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the year and date first written above.

Lessor: Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee

By: _____
Name: _____
Title: _____

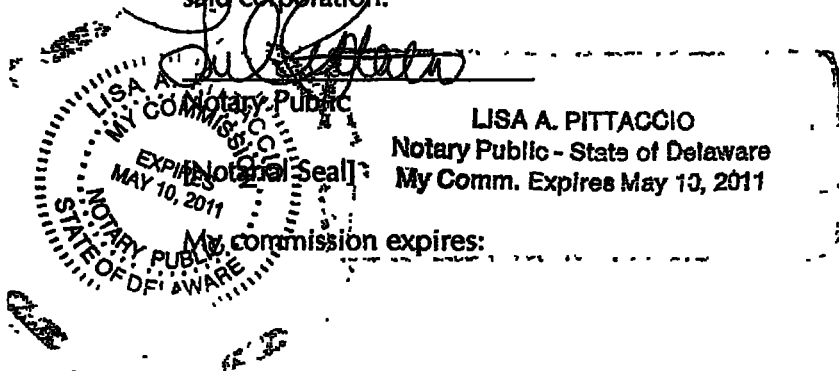
Lessee: GATX Corporation

By: Michael M. Sullivan
Name: Michael G. Sullivan
Title: Vice President

[Signature Page to Lease Termination and Railcar Purchase Agreement]

State of Delaware)
) SS:
County of New Castle)

On the 9 day of December, 2010, before me personally appeared Jacqueline Stone to me known, who being by me duly sworn, says that (s)he is a ~~Frederick Simon Officer~~ Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



State of Illinois)
) SS
County of Cook)

On this _____ day of _____ 2010, before me personally appeared _____, to me personally known, who being by me duly sworn, say that (s)he is _____ of GATX Corporation, successor by merger to GATX Capital Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Delaware)
) SS:
County of New Castle)

On the ____ day of _____, 2010, before me personally appeared _____, to me known, who being by me duly sworn, says that (s)he is a _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

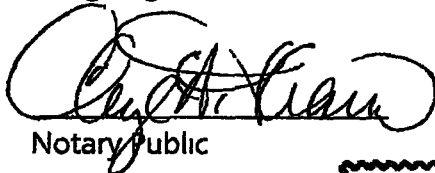
Notary Public

[Notarial Seal]

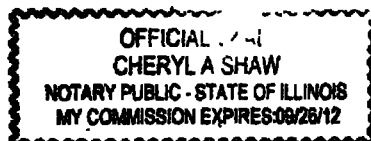
My commission expires:

State of Illinois)
) SS
County of Cook)

On this 9th day of December 2010, before me personally appeared Michael Sullivan to me personally known, who being by me duly sworn, say that (s)he is Vice President of GATX Corporation, successor by merger to GATX Capital Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]



My commission expires:

9/26/12

EXHIBIT A - THE UNITS

SCHEDULE A

Current Markings		Previous Markings	Current Markings		Previous Markings
1)	FSRR005020	MCER 2004	51)	WRWK513429	SP 513429
2)	FSRR005021	MCER 2005	52)	WRWK513430	SP 513430
3)	FSRR005022	MCER 2006	53)	WRWK513431	SP 513431
4)	FSRR005023	MCER 2007	54)	WRWK513432	SP 513432
5)	FSRR005024	MCER 2008	55)	WRWK513433	SP 513433
6)	FSRR005025	MCER 2009	56)	WRWK513434	SP 513434
7)	FSRR005026	MCER 2010	57)	WRWK513435	SP 513435
8)	FSRR005027	MCER 2011	58)	WRWK513436	SP 513436
9)	FSRR005028	MCER 2012	59)	WRWK513437	SP 513437
10)	FSRR005029	MCER 2013	60)	WRWK513438	SP 513438
11)	FSRR005030	MCER 2014	61)	WRWK513439	SP 513439
12)	FSRR005031	MCER 2015	62)	WRWK513440	SP 513440
13)	WRWK513390	SP 513390	63)	WRWK513441	SP 513441
14)	WRWK513391	SP 513391	64)	WRWK513442	SP 513442
15)	WRWK513392	SP 513392	65)	WRWK513443	SP 513443
16)	WRWK513393	SP 513393	66)	WRWK513444	SP 513444
17)	WRWK513394	SP 513394	67)	WRWK513445	SP 513445
18)	WRWK513395	SP 513395	68)	WRWK513446	SP 513446
19)	WRWK513396	SP 513396	69)	WRWK513447	SP 513447
20)	WRWK513397	SP 513397	70)	WRWK513448	SP 513448
21)	WRWK513398	SP 513398	71)	WRWK513449	SP 513449
22)	WRWK513399	SP 513399	72)	WRWK513450	SP 513450
23)	WRWK513400	SP 513400	73)	WRWK513451	SP 513451
24)	WRWK513401	SP 513401	74)	WRWK513452	SP 513452
25)	WRWK513402	SP 513402	75)	WRWK513453	SP 513453
26)	WRWK513404	SP 513404	76)	WRWK513454	SP 513454
27)	WRWK513405	SP 513405	77)	WRWK513455	SP 513455
28)	WRWK513406	SP 513406	78)	WRWK513456	SP 513456
29)	WRWK513407	SP 513407	79)	WRWK513457	SP 513457
30)	WRWK513408	SP 513408	80)	WRWK513458	SP 513458
31)	WRWK513409	SP 513409	81)	WRWK513459	SP 513459
32)	WRWK513410	SP 513410	82)	WRWK513460	SP 513460
33)	WRWK513411	SP 513411	83)	WRWK513461	SP 513461
34)	WRWK513412	SP 513412	84)	WRWK513462	SP 513462
35)	WRWK513413	SP 513413	85)	WRWK513463	SP 513463
36)	WRWK513414	SP 513414	86)	WRWK513464	SP 513464
37)	WRWK513415	SP 513415	87)	WRWK513465	SP 513465
38)	WRWK513416	SP 513416	88)	WRWK513466	SP 513466
39)	WRWK513417	SP 513417	89)	WRWK513467	SP 513467
40)	WRWK513418	SP 513418	90)	WRWK513468	SP 513468
41)	WRWK513419	SP 513419	91)	WRWK513469	SP 513469
42)	WRWK513420	SP 513420	92)	WRWK513470	SP 513470
43)	WRWK513421	SP 513421	93)	WRWK513471	SP 513471
44)	WRWK513422	SP 513422	94)	WRWK513472	SP 513472

SCHEDULE A (continued)

Current Markings		Previous Markings	Current Markings		Previous Markings
45)	WRWK513423	SP 513423	95)	WRWK513473	SP 513473
46)	WRWK513424	SP 513424	96)	WRWK513474	SP 513474
47)	WRWK513425	SP 513425	97)	WRWK513475	SP 513475
48)	WRWK513426	SP 513426	98)	WRWK513476	SP 513476
49)	WRWK513427	SP 513427	99)	WRWK513477	SP 513477
50)	WRWK513428	SP 513428	100)	WRWK513478	SP 513478
101)	WRWK513479	SP 513479	114)	WRWK513492	SP 513492
102)	WRWK513480	SP 513480	115)	WRWK513493	SP 513493
103)	WRWK513481	SP 513481	116)	WRWK513494	SP 513494
104)	WRWK513482	SP 513482	117)	WRWK513495	SP 513495
105)	WRWK513483	SP 513483	118)	WRWK513496	SP 513496
106)	WRWK513484	SP 513484	119)	WRWK513497	SP 513497
107)	WRWK513485	SP 513485	120)	WRWK513498	SP 513498
108)	WRWK513486	SP 513486	121)	WRWK513499	SP 513499
109)	WRWK513487	SP 513487	122)	WRWK513500	SP 513500
110)	WRWK513488	SP 513488	123)	WRWK513501	SP 513501
111)	WRWK513489	SP 513489	124)	WRWK513502	SP 513502
112)	WRWK513490	SP 513490	125)	WRWK513503	SP 513503
113)	WRWK513491	SP 513491	126)	WRWK513504	SP 513504

EXHIBIT B

BILL OF SALE AND LEASE TERMINATION

KNOW ALL MEN BY THESE PRESENTS that:

Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (GATX Trust No. 93-B) dated as of September 1, 1993 originally between Mellon Financial Services Corporation #3 and Wilmington Trust Company, (the "Seller"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and assign to GATX Corporation ("Purchaser") all of Seller's right, title and interest in and to the railcars described in Schedule 1 hereto (hereinafter the "Units").

TO HAVE AND TO HOLD the Units unto the Purchaser, its successors and assigns, to and for their own use and benefit as agreed upon.

PURCHASER ACKNOWLEDGES THAT THE UNITS ARE BEING SOLD AND DELIVERED, AND PURCHASER IS ACCEPTING THE UNITS, IN AN "AS-IS", "WHERE-IS" CONDITION. SELLER SHALL NOT BE DEEMED TO HAVE MADE BY VIRTUE OF HAVING SOLD THE UNITS OR HAVING DONE OR FAILED TO DO ANY OTHER ACT, AND SELLER HEREBY DISCLAIMS AND, PURCHASER HEREBY WAIVES ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE UNITS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT AND THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS AND PURCHASER RELEASES SELLER AND WAIVES ANY OBLIGATION OR LIABILITY TO PURCHASER FOR LOSS OR INTERRUPTION OF USE, REVENUE, PROFIT OR BUSINESS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE UNITS.

ANY PRIOR PRESENTATION OR STATEMENTS, WHETHER ORAL OR WRITTEN, AS TO THE CONDITION OR FITNESS OF THE UNITS OR THE CAPABILITY OR CAPACITY THEREOF, ARE MERGED HEREIN AND ANY SUCH REPRESENTATIONS OR STATEMENTS NOT SPECIFICALLY INCLUDED IN THIS BILL OF SALE ARE HEREBY WITHDRAWN BY SELLER, AND PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON THEM.

Seller hereby acknowledges that the Equipment Lease Agreement, dated as of September 1, 1993 between Wilmington Trust Company, as Owner Trustee, as Lessor and GATX Corporation, successor to GATX Capital Corporation, as Lessee, filed with the Interstate Commerce Commission (Surface Transportation Board) as No 18408 on September 24, 1993 is hereby terminated (except for such terms (other than Rent payment terms) as are intended to survive termination).

-10-

SCHEDULE 1 - THE UNITS

Current Markings		Previous Markings	Current Markings		Previous Markings
1)	FSRR005020	MCER 2004	51)	WRWK513429	SP 513429
2)	FSRR005021	MCER 2005	52)	WRWK513430	SP 513430
3)	FSRR005022	MCER 2006	53)	WRWK513431	SP 513431
4)	FSRR005023	MCER 2007	54)	WRWK513432	SP 513432
5)	FSRR005024	MCER 2008	55)	WRWK513433	SP 513433
6)	FSRR005025	MCER 2009	56)	WRWK513434	SP 513434
7)	FSRR005026	MCER 2010	57)	WRWK513435	SP 513435
8)	FSRR005027	MCER 2011	58)	WRWK513436	SP 513436
9)	FSRR005028	MCER 2012	59)	WRWK513437	SP 513437
10)	FSRR005029	MCER 2013	60)	WRWK513438	SP 513438
11)	FSRR005030	MCER 2014	61)	WRWK513439	SP 513439
12)	FSRR005031	MCER 2015	62)	WRWK513440	SP 513440
13)	WRWK513390	SP 513390	63)	WRWK513441	SP 513441
14)	WRWK513391	SP 513391	64)	WRWK513442	SP 513442
15)	WRWK513392	SP 513392	65)	WRWK513443	SP 513443
16)	WRWK513393	SP 513393	66)	WRWK513444	SP 513444
17)	WRWK513394	SP 513394	67)	WRWK513445	SP 513445
18)	WRWK513395	SP 513395	68)	WRWK513446	SP 513446
19)	WRWK513396	SP 513396	69)	WRWK513447	SP 513447
20)	WRWK513397	SP 513397	70)	WRWK513448	SP 513448
21)	WRWK513398	SP 513398	71)	WRWK513449	SP 513449
22)	WRWK513399	SP 513399	72)	WRWK513450	SP 513450
23)	WRWK513400	SP 513400	73)	WRWK513451	SP 513451
24)	WRWK513401	SP 513401	74)	WRWK513452	SP 513452
25)	WRWK513402	SP 513402	75)	WRWK513453	SP 513453
26)	WRWK513404	SP 513404	76)	WRWK513454	SP 513454
27)	WRWK513405	SP 513405	77)	WRWK513455	SP 513455
28)	WRWK513406	SP 513406	78)	WRWK513456	SP 513456
29)	WRWK513407	SP 513407	79)	WRWK513457	SP 513457
30)	WRWK513408	SP 513408	80)	WRWK513458	SP 513458
31)	WRWK513409	SP 513409	81)	WRWK513459	SP 513459
32)	WRWK513410	SP 513410	82)	WRWK513460	SP 513460
33)	WRWK513411	SP 513411	83)	WRWK513461	SP 513461
34)	WRWK513412	SP 513412	84)	WRWK513462	SP 513462
35)	WRWK513413	SP 513413	85)	WRWK513463	SP 513463
36)	WRWK513414	SP 513414	86)	WRWK513464	SP 513464
37)	WRWK513415	SP 513415	87)	WRWK513465	SP 513465
38)	WRWK513416	SP 513416	88)	WRWK513466	SP 513466
39)	WRWK513417	SP 513417	89)	WRWK513467	SP 513467
40)	WRWK513418	SP 513418	90)	WRWK513468	SP 513468
41)	WRWK513419	SP 513419	91)	WRWK513469	SP 513469
42)	WRWK513420	SP 513420	92)	WRWK513470	SP 513470
43)	WRWK513421	SP 513421	93)	WRWK513471	SP 513471
44)	WRWK513422	SP 513422	94)	WRWK513472	SP 513472

SCHEDULE 1 (continued)

Current Markings		Previous Markings	Current Markings		Previous Markings
45)	WRWK513423	SP 513423	95)	WRWK513473	SP 513473
46)	WRWK513424	SP 513424	96)	WRWK513474	SP 513474
47)	WRWK513425	SP 513425	97)	WRWK513475	SP 513475
48)	WRWK513426	SP 513426	98)	WRWK513476	SP 513476
49)	WRWK513427	SP 513427	99)	WRWK513477	SP 513477
50)	WRWK513428	SP 513428	100)	WRWK513478	SP 513478
101)	WRWK513479	SP 513479	114)	WRWK513492	SP 513492
102)	WRWK513480	SP 513480	115)	WRWK513493	SP 513493
103)	WRWK513481	SP 513481	116)	WRWK513494	SP 513494
104)	WRWK513482	SP 513482	117)	WRWK513495	SP 513495
105)	WRWK513483	SP 513483	118)	WRWK513496	SP 513496
106)	WRWK513484	SP 513484	119)	WRWK513497	SP 513497
107)	WRWK513485	SP 513485	120)	WRWK513498	SP 513498
108)	WRWK513486	SP 513486	121)	WRWK513499	SP 513499
109)	WRWK513487	SP 513487	122)	WRWK513500	SP 513500
110)	WRWK513488	SP 513488	123)	WRWK513501	SP 513501
111)	WRWK513489	SP 513489	124)	WRWK513502	SP 513502
112)	WRWK513490	SP 513490	125)	WRWK513503	SP 513503
113)	WRWK513491	SP 513491	126)	WRWK513504	SP 513504

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12 / 14 / 10



Robert W. Alvord